SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK
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CAROLINE D'ANGELO,

Plaintiff,

- against -

USDAN CENTER FOR THE CREATIVE AND PERFORMING ARTS and UNITED JEWISH APPEAL-FEDERATION OF JEWISH PHILANTHROPIES OF NEW YORK, INC.,

Defendants.

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Index No. _____

Plaintiff designates NEW YORK as the place of trial

The basis of venue is Defendant's Place of Business

Summons

To the above named Defendants:

YOU ARE HEREBY SUMMONED to answer the Verified Complaint in this action and to serve a copy of your Verified Answer on the undersigned attorneys, Hach Rose Schirripa & Cheverie LLP, representing Plaintiff, within twenty (20) days after the service of this Summons, exclusive of the day of service (or within 30 days after the service is complete if this Summons is not personally delivered to you within the State of New York).

Please take notice that this action is based on a tort cause of action, that plaintiff seeks money damages for personal injuries and that incase of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Verified Complaint.

Defendants' addresses:

Usdan Center for The Creative and Performing Arts
85 Colonial Springs Road
Wheatley Heights, NY 11798

United Jewish Appeal-Federation of Jewish Philanthropies of New York, Inc.
130 E 59th Street
New York, NY 10022

Dated: New York, New York
October 17, 2019

Respectfully Submitted,

HACH ROSE SCHIRIPPA & CHEVERIE, LLP

Hillary Nappi

MICHAEL ROSE, ESQ.
HILLARY M. NAPPI, ESQ.
112 Madison Avenue, 10th Floor
New York, New York 10016
212-213-8311

Attorneys for Plaintiff CAROLINE D'ANGELO

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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CAROLINE D'ANGELO,

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VERIFIED COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Caroline D'Angelo by her attorneys Hach Rose Schirripa & Cheverie LLP, complaining of the respective Defendants, respectfully alleges, upon information and belief and states as follows:

NATURE OF THE ACTION

1. This is a revival action brought pursuant to the New York Child Victims Act (the "CVA"), CPLR § 214-g. The CVA opened a historic one-year one-time window for victims and survivors of childhood sexual abuse in the State of New York to pursue lapsed claims. Prior to the passage of the CVA, each of Plaintiff's claims were time barred the day she turned 23 years old.

2. Plaintiff attended Usdan Center for the Creative and Performing Arts Camp for several summers where she intended to hone her talents for acting and dancing. Plaintiff was extremely talented and even earned lead roles and scholarships to attend the camp.

3. However, Plaintiff, when she was a minor, was sexually abused by Donald W. Jones, a musical director who was employed by Defendant Usdan Center for the Creative and

Performing Arts when Jones committed his heinous acts. Plaintiff's life was forever changed in one devastating moment.

4. As a result of the passage of the CVA, Plaintiff can now pursue restorative justice. Plaintiff brings suit to vindicate her rights.

PARTIES

5. Plaintiff Caroline D'Angelo ("Plaintiff") is an individual residing in Suffolk County, New York.

6. Defendant United Jewish Appeal-Federation of Jewish Philanthropies of New York, Inc. ("UJA-Federation") was and is a domestic non-profit corporation duly organized and existing under and by virtue of the laws of the State of New York.

7. Through its communal network, UJA-Federation provides core operating support and oversight to nearly 75 core partners, and offers guidance and funding to many other nonprofits, large and small.

8. UJA-Federation's communal network also includes synagogues, day schools, and dozens of grass-roots organizations.

9. Defendant Usdan Center for the Creative and Performing Arts, commonly known as Usdan Summer Camp for the Arts, ("Usdan") was and is a non-profit day camp chartered by the Regents of the State of New York.

10. At all times relevant, and to the present day, Usdan operates its day camp at 185 Colonial Springs Road, Wheatley Heights, New York, hereinafter referred to as the "Premises."

11. Usdan was and is an "agency" and/or "partner" of and is funded by United Jewish Appeal-Federation of Jewish Philanthropies of New York, Inc.

12. Usdan touts itself as an organization that it believes kids are happier, healthier humans when they are creating. With nearly 70 classes and over 1,500 students each summer, Usdan states that it guides every camper on a path of individual and creative growth, with the help of a team of artists and talented arts educators.

13. Usdan and UJA-Federation are collectively sometimes hereinafter referred to as "Defendants."

14. Donald W. Jones ("Jones" or "Plaintiff's abuser") is not a party to this action. However, Jones is an individual who committed the acts described herein which give rise to Plaintiff's allegations.

15. At all times relevant hereto Jones was employed as a music director and/or instructor on at the Defendants' day camp on the Premises.

16. At all times relevant hereto Jones was an agent of Defendants.

JURISDICTION AND VENUE

17. This Court has personal jurisdiction over the claims asserted herein pursuant to C.P.L.R. §§ 301 and 302, in that the one or more Defendants transact business within the State of New York.

18. This Court has jurisdiction over this action because the amount of damages Plaintiff seeks exceed the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

19. Venue for this action is proper in the County of New York pursuant to C.P.L.R. § 503 in that Defendant UJA-Federation maintains a principal place of business in this County.

FACTS COMMON TO ALL CAUSES OF ACTION

20. During the summer of 2005, when Plaintiff was eleven (11) years old, Plaintiff started attending Usdan's day camp located at the Premises.

21. Usdan is divided into nine departments: Art, Music, Dance, Theater, Chess, Creative Writing, Nature, Recreational Arts and Discovery.

22. Usdan students can choose to enroll in 7-week, 4-week, or 3-week sessions. Indeed, there were multiple "sessions" available to attend each summer.

23. Plaintiff typically attended all of the sessions.

24. Students choose one subject in which they have the greatest interest or desire to participate as their "major." Students spend two periods (or 2 hours total) on their major each day. A musician, for example, might choose piano as a major, a dancer might choose ballet, and an art student might choose ceramics.

25. Plaintiff selected theater as her "major" area of study.

26. A minor is a student's secondary subject interest. Students spend one period (or 1 hour) on their minor every day. Usdan believes that students should enjoy a variety of interests and learn skills across subjects, especially art forms never tried before. Minors may be entirely different from majors: for example, a ballet major might minor in vocal ensemble.

27. Plaintiff selected dance as a "minor" area of study.

28. Usdan students participate in a daily 1-hour recreational period, to give them an active day that embraces total mind and body health. Recreational courses include swimming, tennis, yoga, basketball, quidditch, archery, dance, or chess.

29. Plaintiff's recreational activities involved swimming.

30. Typically, camp runs from 10:00 a.m. to 3:05 p.m. every weekday. Students attend one 2-hour course (a major), one 1-hour course (a minor), and a 1-hour recreational activity. They also attend a daily festival concert where renowned artists or student groups perform for the camp. At the end of every day, students are rewarded with an ice cream snack.

31. When Plaintiff attended camp, on the Premises, the festival concert was colloquially known as "assembly."

32. Despite assembly being mandatory for all campers and directors, no attendance was taken in the assembly.

33. At the camp, every camper was assigned to a "studio" run by a musical "director" for their major. There were approximately twenty (20) children in each studio. Time in the theater studio was spent preparing the campers for one big musical show to be put on at the end of the summer.

34. Each day, Plaintiff would take a bus to the camp each day and then rehearse for her play for approximately three hours before lunch.

35. Campers would have lunch in a designated picnic area.

36. After lunch, there was always an "assembly" for the entire camp which lasted approximately an hour. Attendance was mandatory for both the campers and staff, including the directors.

37. After the assembly, campers would attend their chosen minor program. Plaintiff would dance for an hour.

38. Although Plaintiff enjoyed the activities, Plaintiff was a lonely, socially awkward child who was not able to make many friends at camp.

Plaintiff Meets Jones

39. In the summer of 2006, when Plaintiff was twelve (12) years old, Plaintiff returned to Usdan for the full summer, where Plaintiff was once again a theater major and a dance minor.

40. This time, Plaintiff was assigned to the studio of which Jones was the music director.

41. Each day that summer, Plaintiff would take a bus to the Premises and then rehearse for her play for approximately three hours with Jones.

42. Afterward, during lunch in the designated picnic area, Jones would opt to join the children during their lunch break and would sing and play music with them. This was not typical of other directors.

43. From the moment Jones met Plaintiff, he began to "groom" Plaintiff in an attempt to build Plaintiff's trust.

44. Jones had played music on Broadway and would constantly brag to the campers, including Plaintiff, about his experiences and his show business connections. Jones also offered to assist the campers with outside auditions and gave them individualized attention. However, Jones gave extra attention to Plaintiff.

45. Jones also opted to spend his lunch break with the campers instead of the other adult staff, indicating that he was their friend. As Plaintiff was a lonely, socially awkward child who really did not have many friends at camp, she eagerly welcomed the extra attention that she received from Jones.

46. At the conclusion of the camp program in the summer of 2006, Jones gave Plaintiff his AOL Instant Messenger ("AIM") account name and the two began chatting regularly throughout the following school year.

47. Jones would consistently compliment Plaintiff and tell her how talented he thought she was and continued to stress his influence and connections to the show business world, stating and/or implying that he had the power to advance Plaintiff's show business career.

48. At some point before the summer of 2007, Jones told Plaintiff that he no longer thought of her as just another camper. Shortly thereafter, Jones found out that Plaintiff was

returning to the camp the following summer. Almost immediately, Jones told Plaintiff that he arranged for her to be in his studio again.

49. In summer 2007, when Plaintiff was thirteen (13) years old, Plaintiff was indeed assigned to Jones' studio.

50. Irrespective of Plaintiff's talent, Jones gave Plaintiff the lead role in that summer's play and told Plaintiff that she only got the lead role because of him. Jones continued to stress his power to advance Plaintiff's show business career.

51. Other students in the camp began to tease Plaintiff because of her "special treatment" by Jones.

52. Jones then began skipping the mandatory after-lunch assembly and forcing Plaintiff to skip the assembly so that they could be alone in his studio. Said studio was located toward the back of the camp.

53. Jones began sharing personal information with Plaintiff to build her trust. Plaintiff, in turn, relayed that she had developed an eating disorder.

54. Jones encouraged her to continue her eating disorder by telling Plaintiff that she was beautiful and commenting on her body. Jones told Plaintiff not to tell her parents about their friendship or any of their conversations. Jones would again tell Plaintiff that if anyone found out, Jones would get in trouble and then not be able to help Plaintiff with her budding career.

55. After camp ended in the summer of 2007, Jones continued corresponding with Plaintiff through AIM throughout the following school year. Jones would consistently compliment Plaintiff's looks, body, and talent. Jones also continued to remind Plaintiff that he had the power, connections, and influence to advance Plaintiff's show business career.

56. In the summer of 2008, when Plaintiff was fourteen (14) years old, Plaintiff once again returned to the camp for the full summer. This year, Plaintiff's schedule varied only in that she spent the entire day studying her major – theater.

57. Plaintiff was still expected to attend the mandatory assembly. Jones was not Plaintiff's director this year, but Jones forced Plaintiff to skip the mandatory assembly and come to his studio each day.

58. Upon information and belief, other campers knew that Jones paid extra attention to Plaintiff.

59. Upon information and belief, it was known among other staff members at the Camp that Jones paid an inappropriate amount of attention to Plaintiff.

60. When Jones and Plaintiff were alone in Jones' studio on the Premises, Jones began showing Plaintiff inappropriate images of himself partially unclothed. doing body shots. and of women in various stages of undress.

61. When they were alone, Jones began to touch Plaintiff in his studio on the Premises.

62. Jones began by touching Plaintiff's leg casually, testing her limits. Eventually, Jones let his hand wander up Plaintiff's leg to her genital area where he massaged her genitals.

63. During that same summer, Jones and Plaintiff started spending hours chatting on AIM very late at night or Jones would call Plaintiff on the phone. Jones told Plaintiff that he wanted to marry her and that if Plaintiff were older, Jones would kiss her.

64. After camp finished for the summer, Jones continued to correspond with and have inappropriate late-night/early morning conversations with Plaintiff via AIM chatting and on the phone. Their communication continued throughout the following school year, although not as frequently as before, because Jones claimed to have a jealous girlfriend.

65. In the summer of 2009, when Plaintiff was (fifteen) 15 years old, Plaintiff again returned to the camp. This summer, Plaintiff was part of the choir program.

66. Jones continued to force Plaintiff to skip the mandatory assembly and lunch each day in order to be alone in Jones' studio.

67. Jones repeated his pattern of showering Plaintiff with attention very late at night and/or in the very early morning. Jones continued to make inappropriate comments about Plaintiff's body and repeatedly said that he wished he could kiss Plaintiff and "be with her."

68. During these late-night/early morning conversations, Jones offered to purchase gifts for Plaintiff, including "sexy" clothes and shoes, once they were "together."

69. Jones continued to stress his influence and connections to the show business world, offering to arrange for Plaintiff to receive backstage passes for Broadway shows that Plaintiff was planning to attend. Jones continued to state that he had the power to advance Plaintiff's show business career and would do so once Plaintiff was a little older and they were "together."

70. Jones even suggested that he could arrange for them to star in a show together once Plaintiff was a little older and they were "together."

71. Plaintiff felt that she was in a relationship with Jones and that she had to have sex with him to advance her career.

72. At some point around the middle of July 2009, Jones and Plaintiff planned to meet in Manhattan at night on July 20, 2019, in order to have sex. Finally, Jones and Plaintiff would be together.

73. Jones confirmed their plans several times, including the day before, and the early morning of the rendezvous date.

74. That Monday, July 20, 2019, Plaintiff cancelled the plans with Jones. Despite his anger, Jones agreed to reschedule.

75. Plaintiff cancelled the plans with Jones because her parents had become aware of the situation with Jones.

76. Plaintiff's parents were horrified and dragged Plaintiff, then 15 years old, scared and hopeless, to the police station to file a complaint against Jones. Plaintiff was ashamed, embarrassed, and scared of the consequences of any one learning about the details of her relationship with Jones.

77. At all times alleged herein, Plaintiff was legally unable to consent to any of the acts alleged herein to have occurred between her and Jones.

78. At all times alleged herein, Jones' behavior violated the New York State Penal Code.

79. Jones was arrested and eventually plead guilty to a misdemeanor.

80. As a direct result of the Defendants' employee Jones' conduct described herein, Plaintiff has suffered and will continue to suffer great pain of mind and body, severe and permanent emotional distress, and physical manifestations of emotional distress. Plaintiff was prevented from obtaining the full enjoyment of life; has incurred and will continue to incur expenses for medical and psychological treatment, therapy, and counseling; and has incurred and will continue to incur loss of income and/or loss of earning capacity. As a victim of sexual abuse, Plaintiff is unable at this time to fully describe all of the details of that abuse and the extent of the harm suffered as a result.

CAUSES OF ACTION

FIRST CAUSE OF ACTION
NEGLIGENT HIRING AND SUPERVISION

AGAINST ALL DEFENDANTS

81. Plaintiff repeats and re-alleges each and every allegation set forth in the paragraphs "1" through "80" as if fully set forth herein.

82. Defendants negligently hired and/or retained its employee Jones, with knowledge of Jones's propensity for the type of behavior which resulted in Plaintiff's injuries in this action.

83. Defendants negligently placed its employee, Jones, in a position to cause foreseeable harm, which most probably would not have occurred had the employer taken reasonable care in the hiring of employees.

84. Defendants negligently hired and/or retained its employee, Jones, negligently placed its employee, Jones, in a position to cause foreseeable harm, which Plaintiff would not have been subjected to, had Defendants taken reasonable care in supervising or retaining the employee, Jones.

85. Defendants knew or should have known of its employee Jones's propensity for the conduct that caused Plaintiff's injuries.

86. Defendants negligently failed to properly train and/or supervise its employee Jones.

87. That as a result of the foregoing Plaintiff was seriously and permanently injured.

88. That said occurrence and the resulting injuries to Plaintiff were caused solely and wholly by reason of the negligence and carelessness of Defendants in the ownership, operation, management, maintenance, control, security and supervision of its employees.

89. That as a result of the foregoing, Plaintiff was injured solely and wholly as a result of the negligence, carelessness and recklessness of the Defendants and/or their agents, servants, employees, without any negligence on the part of the Plaintiff contributing thereto.

90. By reason of the foregoing, the respective Defendants are liable to Plaintiff for compensatory damages and for punitive damages, together with interests and costs.

SECOND CAUSE OF ACTION
INADEQUATE SECURITY
AGAINST ALL DEFENDANTS

91. Plaintiff repeats and re-alleges each and every allegation set forth in the paragraphs "1" through "80" as if fully set forth herein.

92. That Defendants negligently failed to provide adequate security to Plaintiff while Plaintiff was lawfully within the Premises.

93. That Defendants negligently failed to provide adequate security to Plaintiff while Plaintiff was lawfully within the premises and while Defendants had knowledge of its employee Jones' propensity for the type of behavior which resulted in Plaintiff's injuries in this action.

94. That Defendants negligently failed to safeguard Plaintiff Caroline D'Angelo, a child.

95. That Defendants knew or should have known of its employee Jones' propensity for the conduct that caused Plaintiff's injuries and negligently failed to take reasonable measures to protect and provide security to the Plaintiff.

96. That as a result of the foregoing Plaintiff was seriously and permanently injured.

97. That said occurrence and the resulting injuries to Plaintiff were caused solely and wholly by reason of the negligence and carelessness of Defendants in the ownership, operation, management, maintenance, control, security and supervision of the Premises and employees within the Premises.

98. That as a result of the foregoing, Plaintiff was injured solely and wholly as a result of the negligence, carelessness and recklessness of the Defendants without any negligence on the part of the Plaintiff contributing thereto.

99. By reason of the foregoing, Defendants are liable to Plaintiff for compensatory damages and for punitive damages, together with interests and costs.

THIRD CAUSE OF ACTION
BREACH OF DUTY *IN LOCO PARENTIS*
AGAINST ALL DEFDENDANTS

100. Plaintiff repeats and re-alleges each and every allegation set forth in the paragraphs "1" through "80" as if fully set forth herein.

101. While Plaintiff was a minor, Plaintiff was entrusted by her parents to the control and supervision of Defendants' and their employee, Jones. During the times that Plaintiff was entrusted to Jones, Jones was under the supervision and control of Defendants. The respective Defendants owe – and owed – a duty to children entrusted to them to act in loco parentis and to prevent foreseeable injuries.

102. At all times material hereto, the respective Defendants' actions were willful, wanton, malicious, reckless, negligent, grossly negligent and/or outrageous in their disregard for the rights and safety of Plaintiff.

103. As a direct result of the respective Defendants breach of duty, Plaintiff has suffered the injuries and damages described herein.

104. By reason of the foregoing, the respective Defendants are liable to Plaintiff for compensatory damages and for punitive damages, together with interests and costs.

FOURTH CAUSE OF ACTION
BREACH OF FIDUCIARY DUTY
AGAINST ALL DEFENDANTS

105. Plaintiff repeats and re-alleges each and every allegation set forth in the paragraphs "1" through "80" as if fully set forth herein.

106. While Plaintiff was a minor, Plaintiff was entrusted by his/her parents to the control and supervision of Defendants and its employee, Jones. During the times that Plaintiff was entrusted to Jones, Jones was under the supervision and control of Defendants.

107. There exists a fiduciary relationship of trust, confidence, and reliance between Plaintiff and Defendants, this relationship is based on the entrustment of the Plaintiff while she was a minor child to the care and supervision of the Defendants and their employee, Jones. This entrustment of the Plaintiff to the care and supervision Defendants' employee, Jones, while Plaintiff was a minor child, required the Defendants to assume a fiduciary relationship and to act in the best interests of the Plaintiff and protect Plaintiff due to infancy and vulnerability.

108. Pursuant to their fiduciary relationship, Defendants was entrusted with the well-being, care, and safety of Plaintiff.

109. Pursuant to their fiduciary relationship, Defendants assumed a duty to act in the best interests of Plaintiff.

110. Defendants breached their fiduciary duties to Plaintiff.

111. At all times material hereto, the respective Defendants' actions were willful, wanton, malicious, reckless, negligent, grossly negligent and/or outrageous in their disregard for the rights and safety of Plaintiff.

112. As a direct result of the respective Defendants' breach of fiduciary duty, Plaintiff has suffered the injuries and damages described herein.

113. By reason of the foregoing, the respective Defendants are liable to Plaintiff for compensatory damages and for punitive damages, together with interests and costs.

FIFTH CAUSE OF ACTION
BREACH OF NON-DELEGABLE DUTY
AGAINST ALL DEFENDANTS

114. Plaintiff repeats and re-alleges each and every allegation set forth in the paragraphs "1" through "80" as if fully set forth herein.

115. While Plaintiff was a minor, Plaintiff was entrusted by her parents to the control and supervision of Defendants and their employee, Jones, for the purposes of, *inter alia*, providing Plaintiff with a safe environment in which to learn and grow. There existed a non-delegable duty of trust between Plaintiff and Defendants.

116. Plaintiff was a lonely, socially awkward vulnerable child when placed within the care of the Defendants. As a consequence, Defendants was in the best position to prevent Jones' sexual abuse of Plaintiff, to learn of that sexual abuse of Plaintiff and stop it, and to take prompt steps to provide that Plaintiff received timely therapy to address the harm Plaintiff suffered resulting from Jones's sexual abuse of Plaintiff. Such prompt steps would have mitigated the extent of lifetime suffering Plaintiff has had to endure.

117. By virtue of the fact that Plaintiff was sexually abused as a minor child entrusted to the care of the Defendants breached its non-delegable duty to Plaintiff.

118. At all material times hereto, Jones was under the supervision, employ, direction and/or control of Defendants.

119. As a direct result of the respective Defendants' breach of non-delegable duty, Plaintiff has suffered the injuries and damages described herein.

120. By reason of the foregoing, the respective Defendants' are liable to Plaintiff for compensatory damages and for punitive damages, together with interests and costs.

SIXTH CAUSE OF ACTION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

AGAINST ALL DEFENDANTS

121. Plaintiff repeats and re-alleges each and every allegation set forth in paragraphs "1" through "80" as if fully set forth herein.

122. Defendants, and their agents, servants, and/or employees knew or reasonably should have known that the failure to properly advise, supervise, and hire Jones, the agents, servants, and employees who sexually abused Plaintiff, and the failure to maintain adequate security on the Premises, would and did proximately result in physical and emotional distress to Plaintiff.

123. Defendants and their agents, servants, and/or employees knew or reasonably should have known that the sexual abuse and other improper conduct would and did proximately result in physical and emotional distress to Plaintiff.

124. Defendants had the power, ability, authority, and duty to intervene with and/or stop the improper conduct that resulted in Plaintiff being sexually abused by Jones.

125. Despite said knowledge, power and duty, Defendants negligently failed to act so as to stop, prevent, and prohibit the improper conducted that resulted in Jones sexually abusing Plaintiff.

126. By reason of the foregoing, Defendants are liable to Plaintiff for compensatory damages and punitive damages, together with interests and costs.

WHEREFORE, Plaintiff, demands judgment against the respective Defendants on each cause of action as follows:

A. Awarding compensatory damages in an amount to be provide at trial, but in any event in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction; extent permitted by law;

B. Awarding punitive damages to the extent permitted by law;

C. Awarding costs and fees of this action, including attorneys' fees to the extent permitted by law;

D. Awarding prejudgment interest to the extent permitted by law;

E. Awarding such other and further relief as to this Court may seem just and proper.

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

Dated: New York, New York
October 17, 2019

Respectfully Submitted,

HACH ROSE SCHIRIPPA & CHEVERIE, LLP

Hillary Nappi

MICHAEL ROSE, ESQ.
HILLARY M. NAPPI, ESQ.
112 Madison Avenue, 10th Floor
New York, New York 10016
212-213-8311

Attorneys for Plaintiff Caroline D'Angelo

ATTORNEY VERIFICATION

HILLARY NAPPI, an attorney duly admitted and licensed to practice law in the courts of the State of New York, hereby affirms, pursuant to CPLR ¶ 2106, states under the penalty of perjury, as follows:

I am an Associate at Hach Rose Schirripa & Cheverie LLP, attorneys for the Plaintiff herein, and as such, fully familiar with all the facts and circumstances heretofore stated herein by reason of a file maintained in our office located at 112 Madison Avenue, 10th floor, New York, New York 10016; I have read the foregoing Complaint, and the same is true to our own knowledge, except as to the matters therein stated to be alleged upon information and belief and, as to those matters, we believe them to be true; and that this verification is being made by us because the Plaintiff does not reside within New York County wherein our office is located.

Dated: October 17, 2019
New York, New York

Hillary Nappi